

1 Hon. Ricardo S. Martinez  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

9 V.S., a minor, by and through his litigation )  
10 guardian ad litem, BRUCE T. CLARK, )  
11 Plaintiff, ) NO. 2:18-cv-01335-RSM  
12 v. )  
13 WOOT, INC., a Texas corporation, ) ORDER APPROVING MINOR  
14 Defendant. ) SETTLEMENT  
15 \_\_\_\_\_ )  
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17 The Motion for Approval of Minor Settlement has come before the Court, and the Court  
18 having considered the Motion for Approval of Minor Settlement, the Settlement Guardian ad  
19 Litem's Report and Recommendation, the Declaration of Steven D. Robinson in Support of  
20 Motion for Approval of Minor Settlement and the exhibits thereto, and the Declaration of Bruce  
21 T. Clark Re: SGAL Fees, and the records and files herein, it is hereby ORDERED:

22 1. The proposed settlement set forth in the Motion for Approval of Minor  
23 Settlement is hereby APPROVED.

25 2. Settlement Guardian ad Litem Bruce T. Clark is hereby authorized to execute a  
26 release of minor child V.S.'s claims against Defendant Woot, Inc.

1       3. The minor child's counsel's costs advanced and attorney fees incurred herein  
2 are found to be reasonable and approved as follows: (a) costs advanced in the amount of  
3 \$21,107.48; and (b) attorney fees in the amount of \$125,000.

4       4. Settlement Guardian ad Litem Bruce T. Clark's fee in the amount of \$2,800 is  
5 hereby found to be reasonable and appropriate. Defendant Woot, Inc. (or its insurer) is directed  
6 to make payment in that amount to Marler Clark, the Settlement Guardian ad Litem's law firm.

7       5. To resolve the right of recovery of the ERISA healthcare plan that made  
8 payments for Plaintiff V.S.'s healthcare, the minor child's counsel is authorized to distribute  
9 \$100,000 of the settlement proceeds to Premera Blue Cross. The minor child's counsel shall,  
10 within sixty (60) days from entry of this Order, file in this matter a declaration confirming  
11 payment of the aforementioned ERISA lien.

12       6. To facilitate the minor settlement approved by this Order, Defendant Woot, Inc.  
13 (and/or its insurer) is authorized and directed to pay the settlement as follows:

14           A. Cash at time of settlement to equal \$251,107.48 to be paid to the Karr  
15 Tuttle Campbell Client Trust Account. NOTE: This is the "up-front"  
16 money paid for fees, costs, etc. and does NOT include the money paid to  
17 fund the structured settlement.

18       The \$251,107.48 to be paid to the Karr Tuttle Campbell Client Trust Account shall be  
19 distributed by Karr Tuttle Campbell as follows:

20           • \$125,000 (25% of the gross settlement funds) shall be paid to Karr Tuttle  
21 Campbell as its fee for legal services in this matter.  
22           • \$21,107.48 shall be paid to Karr Tuttle Campbell for costs advanced in the  
23 prosecution of V.S.'s claim.  
24           • \$100,000 shall be paid to Premera Blue Cross to resolve the self-funded ERISA  
25 healthcare plan's right of reimbursement for health care payments.

1           • The remaining \$5,000 shall be used to reimburse V.S.'s parents, Om Krishna  
2           and Renu Kushwaha, for the costs of a family trip to Southern California to visit  
3           Disneyland and/or Legoland.

4           B.       \$251,392.42 shall be paid to fund a structured settlement. Future  
5           periodic payments on the dates and in the amounts as follows will be  
6           made to V.S. (Payee):

7           • \$50,000.00 per year for 4 years certain only beginning on  
8           11/4/2032.  
9           • \$243,222.00 guaranteed lump sum payable on 11/4/2039.

10          Such structured settlement has a present value cost of \$251,392.52. The guaranteed  
11          yield is \$443,222.00.

12          The future payment amounts outlined above are guaranteed based upon a projected  
13          annuity purchase date of July 22, 2019. Any delay in funding the annuity may result in a delay  
14          of the payment dates or change in payment amounts that shall be recorded in the settlement  
15          agreement and release, qualified assignment document, and annuity contract without the need  
16          of obtaining an amended Motion to Approve Minor's Settlement/Order Approving Minor  
17          Settlement up to 180 days after original purchase date.

18          Any payments to be made after the death of the Payee shall be made to the Estate of the  
19          Payee. After the age of majority, the Payee may submit a change of beneficiary, in writing, to  
20          Assignee. No such designation, or any revocation thereof, shall be effective unless it is in  
21          writing and delivered to Assignee. The designation must be in a form acceptable to Assignee.  
22          The designation for which approval by the Court is sought at this time is The Estate of V.S.

23          The obligation to make periodic payments described above will be assigned to MetLife  
24          Assignment Company, Inc. ("Assignee") and funded by an annuity contract issued by  
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1      Metropolitan Tower Life Insurance Company ("Annuity Issuer"), rated A+ (Superior) by A.M.  
2      Best Company.

3              All parties shall cooperate fully and execute any and all supplementary documents,  
4      including a Settlement Agreement & Release and a Qualified Assignment in compliance with  
5      Section 130 of the Internal Revenue Code of 1986, as amended.

6              7.      No funds shall be held in any blocked account or trust on behalf of the minor  
7      child, other than the \$5,000 described below in paragraph 8 to be held until proof of vacation  
8      costs are submitted to V.S.'s counsel.

9              8.      The minor child's counsel is authorized and directed to utilize \$5,000 of the  
10     minor settlement to reimburse V.S.'s parents for costs of a family vacation to Southern  
11     California to visit Disneyland and/or Legoland, upon submission to counsel copies of bills,  
12     invoices, or charges related to such trip. Within six months from the entry of this Order, counsel  
13     for the minor shall submit a declaration to the court giving an accounting of the expenses for  
14     the trip.

15              9.      Summary of Settlement and Payments:

16              A.      Gross Settlement: \$502,500.

17              B.      Payments:

18              (1)     Karr Tuttle Campbell 25% contingent fee: \$125,000.

19              (2)     Karr Tuttle Campbell costs advanced: \$21,107.48.

20              (3)     Premera Blue Cross (ERISA compromise): \$100,000.

21              (4)     Family trip to Southern California: \$5,000.

22              (5)     Acquisition of a structured settlement annuity: \$251,392.52.

1           10. The minor child's counsel shall within sixty (60) days from the entry of this  
2 Order, file in this matter a declaration or other proof confirming acquisition of the annuity for  
3 the minor child as approved by the Court; and  
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5           11. Settlement Guardian ad litem Bruce T. Clark shall be discharged upon filing of  
6 proof of payment to resolve the ERISA plan compromise (paragraph 5 above), proof of the  
7 acquisition of the annuity for the minor child (paragraph 7 above), and proof of the accounting  
8 for the family trip to Southern California (paragraph 9 above).

9           SIGNED this 2 day of July, 2019.  
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12           RICARDO S. MARTINEZ  
13           CHIEF UNITED STATES DISTRICT JUDGE  
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